IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF MARYLAND

THERESA ASH 962 Lance Avenue Essex, Maryland 21221 Plaintiff, vs. ~~**NORTHSTAR GROUP, INC.**~~ ~~d/b/a Best Western Hotel and Conference Center~~ ~~2711 Centreville Road, Suite 400~~ ~~Wilmington, DE 19808~~ ~~Resident Agent:~~ ~~CSC-Lawyers Incorporating~~ ~~Service Company~~ ~~7 St. Paul Street, Suite 820~~ ~~Baltimore, Maryland 21202~~ ~~And~~ **NORTHSTAR PLAZA MANAGEMENT LLC** d/b/a Best Western Travel Plaza 5625 O'Donnell Street Baltimore, MD 21244 Resident Agent: CSC-Lawyers Incorporating Service Company 7 St. Paul Street, Suite 820 Baltimore, Maryland 21202 ~~Defendants~~ Defendant.	* *	Case No.: **1:17-CV-00318-RDB**

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AMENDED COMPLAINT & JURY DEMAND

NOW COMES, plaintiff Theresa Ash, by and through her undersigned attorneys George A. Rose, Esquire, John J. Leppler, and Rose Law Firm, LLC, and ~~sues~~ **files this amended complaint & jury demand against** the aforementioned ~~defendants~~ **defendant,** and in support ~~of her cause of action state~~ **thereof states**:

I. PRELIMINARY STATEMENT

1. This is action for declaratory, injunctive, monetary and other appropriate relief against **defendant,** ~~defendants Northstar Group, Inc., and~~ Northstar Plaza Management, LLC. The plaintiff, Ms. Theresa Ash, seek to redress intentional violations by ~~Defendants~~ **Defendant** of rights secured to her by the laws of the United States and the statutory and/or common law of the State of Maryland. This action arises under, Title I of the Americans with Disabilities Act, as amended, 42 U.S.C.A §§ 12101 et seq. ("ADA"), and Title 20 of Maryland's State Government Article ("Title 20").

II. PARTIES

2. At all times relevant hereto, plaintiff Ms. Theresa Ash (hereinafter "Plaintiff" or "Ms. Ash") is a person residing at 962 Lance Avenue, Essex, Maryland 21221, and has been a resident of the State of Maryland.

~~3. At all times relevant hereto, defendant Northstar Group, Inc. (hereinafter "Defendant Northstar Group"), is a corporation, incorporated in the State of Delaware, with its principal office at 2711 Centreville Road, Wilmington, DE 19808.~~

3. ~~4.~~ At all times relevant hereto, defendant Northstar Plaza Management, LLC. (hereinafter "Defendant ~~Northstar Plaza~~"), is a limited liability company, registered in the State of Maryland, with its principal office at 5625 O'Donnell Street, Baltimore, MD, 21244.

4. ~~5. Defendant Northstar Group and Defendant Northstar Plaza (hereinafter collectively referred to "Defendants"), are~~ Defendant is in the business of operating hotels and/or providing hotel-related and hospitality services to the public.

5. ~~6.~~ At all times pertinent hereto, Defendant owned, operated, and/or managed the Best Western Hotel and Conference Center (hereinafter "the Hotel"), located at 5625 O'Donnell Street, Baltimore, Maryland 21224, where the factual allegations that give rise to Plaintiff's claims against Defendant took place.

III. JURISDICTION

6. ~~7.~~ Jurisdiction is conferred upon this Court by 28 U.S.C. § 1331, 42 U.S.C. § 12117, and 29 U.S.C. § 1132(e), all of which provide for original jurisdiction of plaintiff's claims arising under the laws of the United States and over actions to secure equitable and other relief.

7. ~~8.~~ This Court has jurisdiction over ~~Plaintiffs~~ **Plaintiff's** claims under the statutory laws of the State of Maryland pursuant to its supplemental jurisdiction as codified at 28 U.S.C. § 1367.

IV. VENUE

8. ~~9.~~ Venue is proper in this district under 28 U.S.C. *§1391(a)(2),* and *§1391(b)(2)* because Defendant is located in this district and the events or omissions giving rise to this claim occurred in this district. Also, venue is proper in this district because the alleged unlawful employment practices were committed in this district, the employment records relevant to the alleged unlawful employment practices are maintained and administered in this district, and Defendant ~~Northstar Plaza~~ has its principal office in this district.

V. EXHAUSTION OF ADMINISTRATIVE REMEDIES

9. ~~10.~~ On or about October 25, 2016, Plaintiff filed a Charge of Discrimination against the Hotel, with the U.S. Equal Employment Opportunity Commission (EEOC), Charge No. 531-2017-00178. (A copy of said charge is attached hereto and incorporated herein by reference as Exhibit A.) In the Charge of Discrimination, Plaintiff alleged that the Hotel discriminated against Plaintiff in violation of the ADA. On or about January 24, 2017, the EEOC issued Plaintiff a right to sue notice letter. (A copy of said notice is attached hereto and incorporated herein by reference as Exhibit B.) Plaintiff files this complaint within ninety (90) days after receiving the notice of the right to sue from the EEOC. Plaintiff has therefore exhausted her administrative remedies and has complied with all conditions precedent to maintaining this action.

VI. FACTUAL ALLEGATIONS PERTINENT TO ALL COUNTS

10. ~~11.~~ Plaintiff was employed by ~~Defendants~~ **Defendant** and ~~its'~~ **its** predecessor at the Hotel for approximately thirty (30) years. In the last twelve (12) years before her termination, Plaintiff held the position of Food and Beverage Manager/Banquet Manager.

11. ~~12.~~ On or about June 17, 2016, one of Defendant's actual and/or apparent agents, servants and/or employees, Mr. Khaled Said, the Hotel manager, who was Plaintiff's supervisor, with actual and/or apparent authority to terminate Plaintiff from her employment with ~~Defendants~~ **Defendant**, met with Plaintiff about Plaintiff's employment with ~~Defendants~~ **Defendant**.

12. ~~13.~~ During the June 17, 2016 meeting, Mr. Khaled Said, presented Plaintiff with a "Position Description" for Plaintiff's position as Food and Beverage Manager/Banquet Manager. Mr. Khaled Said then told Plaintiff that he noticed that Plaintiff was having difficulty performing the essential functions of the Food and Beverage Manager/Banquet Manager position with regards to standing, lifting and walking.

13. ~~14.~~ At the June 17, 2016 meeting, Mr. Khaled Said also presented Ms. Ash with a form that sought medical information about Ms. Ash. Mr. Khaled Said directed Ms. Ash to submit the form to Ms. Ash's medical doctor, along with the Position Description". The form requested, among other things, that the doctor: "provide information to enable the Company to assess whether there is a reasonable accommodation that the Company can provide to permit Employee to perform the essential functions of her position as Food and Beverage Manager/Banquet Manager." However, at this meeting Mr. Khaled Said told Ms. Ash that she would be fired on July 20, 2016, and that Ms. Ash must have the form completed by the doctor and returned to Mr. Khaled Said by July 15, 2016, if Ms. Ash wanted to received severance pay and payment of her medical insurance premium for a period after the termination.

14. ~~15.~~ Prior to the June 17, 2016 meeting, Ms. Ash's work performance was better than satisfactory and Ms. Ash performed the essential functions of her job without accommodation. Furthermore, Ms. Ash never claimed any disability or requested any accommodation to perform the essential functions of her job.

15. ~~16.~~ On or about July 13, 2016, the medical form provided to Ms. Ash by Mr. Khaled Said was completed by Ms. Ash's physician, Dr. Sean Sanderson. To the form's question, "are there any accommodations that the Company can provide that you believe would permit Employee to perform the essential functions of her job?" Dr. Sanderson replied: "allow frequent breaks from sustained standing and walking, avoid heavy lifting" Dr. Sanderson's also stated on the form that: "Reasonable accommodation includes ability to sit during pain flares and avoidance of squatting, [and] bending". Ms. Ash also had another treating physician, Dr. Bernita Taylor completed the form on July 14, 2016. To the form question, "are there any accommodations that the Company can provide that you believe would permit Employee to perform the essential functions of her job?" Dr. Taylor replied: "Needs frequent breaks from sustained standing / walking, should avoid heavy lifting". The completed forms were returned to Mr. Khaled Said on or about July 15, 2016.

16. ~~17.~~ On July 20, 2016, Mr. Khaled Said terminated Ms. Ash's employment with Defendant, after claiming that ~~Defendants~~ **Defendant** could not provide reasonable accommodation to Ms. Ash without undue hardship to Defendant. Defendant offered Ms. Ash "a severance package of two (2) months' salary plus two (2) months medical premium coverage", which Ms. Ash declined.

17. ~~18.~~ During the period between June 17, 2016 and the termination of Plaintiff's employment on July 20, 2016, ~~Defendants~~ **Defendan**t used Ms. Ash to train her replacement for the position. Ms.

Ash satisfactorily performed the essential functions of the position during this time without any accommodation.

VII. COUNT I
(Disability Discrimination in Violation of the ADA)

18. ~~19.~~ Plaintiff incorporates all preceding and following paragraphs hereto, as though fully set forth herein.

19. ~~20.~~ ~~Defendants'~~ **Defendant's** conduct violates the Americans with Disabilities Act (ADA), which prohibits discrimination in employment on the basis of disability *See* 42 U.S.C. 12112(b). The law defines unlawful discrimination as "participating in a contractual or other arrangement or relationship that has the effect of subjecting a covered entity's qualified applicant or employee with a disability to the discrimination prohibited in this subchapter." 42 U.S.C. 12112(b)(2).

20. ~~21.~~ Plaintiff is a disabled person as intended by the ADA because Plaintiff was perceived to be disabled by ~~Defendants~~ Defendant and therefore Plaintiff qualifies as a person who is considered "disabled" under the ADA. Defendant is covered entities under the ADA. ~~Defendants~~ **Defendant** discriminated against Plaintiff by terminating her employment due to perceived and or actual disability and therefore violated the ADA.

21. ~~22.~~ As a direct and proximate result of ~~Defendants'~~ **Defendant's** acts and/or omissions, Plaintiff lost wages and benefits, and suffered damages at the hands of ~~Defendants~~ Defendant, including, but not limited to, humiliation, embarrassment, and unnecessary stress and anxiety, emotional distress, and mental anguish, for which ~~Defendants are~~ **Defendant is** required by law to provide a remedy.

VIII. COUNT TWO
(Failure to Accommodate in Violation of the ADA)

22. ~~23~~ Plaintiff incorporates all preceding and following paragraphs hereto, as though fully set forth herein.

23. ~~24.~~ Plaintiff is a disabled person as intended by the ADA because Plaintiff was perceived to be disabled by ~~Defendants~~ **Defendant** and therefore Plaintiff qualifies as a person who is considered "disabled" under the ADA.

24. ~~25.~~ Plaintiff is otherwise qualified to perform the essential functions of her job as a Food and Beverage Manager/Banquet Manager for ~~Defendants~~ **Defendant**, with or without reasonable accommodation.

25. ~~26.~~ ~~Defendants are~~ **Defendant is** covered entities under the ADA.

26. ~~27.~~ On June 17, 2016, the same time ~~Defendants~~ Defendant requested Plaintiff to obtain medical documentation related to her perceived disability, ~~Defendants~~ **Defendant** notified Plaintiff that ~~Defendants~~ **Defendant** would terminate Plaintiff on July 20, 2016 because Mr. Khalid Said perceived Plaintiff as disabled.

27. ~~28.~~ Plaintiff's medical documentation shows that Plaintiff, at all times pertinent hereto, was qualified to perform the essential functions of her job with or without the reasonable accommodation(s). However, prior to Plaintiff presenting the medical documentation to ~~Defendants~~ **Defendant**, Mr. Khalid Said had already decided to terminate Plaintiff's employment and began using Plaintiff to train her replacement.

28. ~~29.~~ ~~Defendants~~ Defendant knowingly, intentionally, recklessly or negligently discriminated against Plaintiff because of her perceived disability. ~~Defendants~~ **Defendant** failed to provide a reasonable accommodation to Plaintiff, who is a qualified person under the ADA because ~~Defendants~~ **Defendant** perceived Plaintiff to be a disabled person with a disability affecting one or more of Plaintiff's life's major activities. However, Plaintiff was capable of performing the duties of her position as Food and Beverage Manager/Banquet Manager, with or without the reasonable accommodation(s), and in fact did perform those duties without any accommodation. Furthermore, the reasonable accommodation(s) recommended by Plaintiff's doctors, if provided to Plaintiff by ~~Defendants~~ **Defendant**, would not have resulted or cause ~~Defendants~~ **Defendant** undue hardship.

29. ~~30.~~ As a direct and proximate result of ~~Defendants'~~ **Defendant's** acts and/or omissions, Plaintiff lost wages and benefits as well suffered damages at the hands of ~~Defendants~~ **Defendant** including, but not limited to, humiliation, embarrassment, and unnecessary stress and anxiety, emotional distress, and mental anguish, for which the ~~Defendants~~ **Defendant** is required by law to provide a remedy.

IX. COUNT THREE
(Disability Discrimination in Violation of Title 20)

30. ~~31.~~ Plaintiff incorporates all preceding and following paragraphs hereto, as though fully set forth herein.

31. ~~32.~~ Plaintiff is a disabled person as intended by the ADA, in that Plaintiff has a physical impairment that substantially limits one or more of Plaintiff's major life activities, including walking, standing, bending and lifting. ~~Defendant~~s **Defendant** also regards Plaintiff as having such an impairment, as set forth under 42 U.S.C. § 12102(2)(A), (C).

32. ~~33.~~ ~~Defendants~~ **Defendant** violated Title 20 by intentionally discriminating against plaintiff on the basis of her disability. ~~Defendants'~~ **Defendant's** discriminatory acts include the termination of Plaintiff's employment.

33. 34. Plaintiff was otherwise qualified to perform the essential functions of her position as a Food and Beverage Manager/Banquet Manager, with or without reasonable accommodations by Defendant Defendants.

34. 35. As a direct and proximate result of Defendants' **Defendant's** acts and/or omissions, Plaintiff lost wages and benefits as well as suffered damages at the hands of Defendants **Defendant** including, but not limited to, humiliation, embarrassment, and unnecessary stress and anxiety, emotional distress, and mental anguish, for which the Defendant is required by law to provide a remedy.

X. COUNT FOUR
(Failure to Provide Reasonable Accommodation in Violation of Title 20)

35. 36. Plaintiff incorporates all preceding and following paragraphs hereto, as though fully set forth herein.

36. 37. Plaintiff is a disabled person as defined by the ADA, in that Plaintiff has a physical impairment that substantially limits one or more of Plaintiff's major life activities, including walking, standing, bending and lifting. Defendants **Defendant** also regards Plaintiff as having such an impairment, as set forth under 42 U.S.C. § 12102(2)(A), (C).

37. 38. Defendants Defendant violated Title 20 by failing to provide reasonable accommodation of allowing Plaintiff breaks from sustained standing and walking, and avoiding heavy lifting. Defendants Defendant claimed that these activities were essential functions of Plaintiff's position as a Food and Beverage Manager/Banquet Manager. However, Defendants Defendant did not make these accommodations for Plaintiff, when such reasonable accommodations would not cause financial or undue hardship on Defendant Defendants.

38. ~~39.~~ Plaintiff was otherwise qualified to perform the essential functions of her position as a Food and Beverage Manager/Banquet Manager, with or without reasonable accommodations by Defendant ~~Defendants.~~

39. ~~40.~~ As a direct and proximate result of ~~Defendant~~s **Defendant's** acts and/or omissions, Plaintiff lost wages and benefits as well as suffered damages at the hands of ~~Defendants~~ **Defendant** including, but not limited to, humiliation, embarrassment, and unnecessary stress and anxiety, emotional distress, and mental anguish, for which ~~Defendants~~ Defendant is required by law to provide a remedy.

XI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this court enter judgment in Plaintiff's favor and grant Plaintiff the maximum relief allowed by law, including, but not limited to:

(a) compensatory damages of Five Million Dollars ($5,000,000.00);

(b) back pay and front pay;

(c) punitive damages against ~~Defendants~~ **Defendant**;

(d) a declaration that ~~Defendants'~~ **Defendant's** actions violated Title 20 of the ADA; and

(e) attorney's fees, costs both pre-judgment and post-judgment interest, and any such other relief as are just and equitable under the circumstances.

XII. JURY DEMAND

Plaintiff requests a trial by jury on all issues and counts stated herein.

Respectfully Submitted,

/s/ John Leppler

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